

ATTACHMENT A

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15 *Plaintiffs' Interim Co-Lead Counsel*

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA

18 SAN FRANCISCO DIVISION

19 IN RE

No. 12-md-2330-EMC

20 CARRIER IQ, INC.,
21 CONSUMER PRIVACY LITIGATION

**PLAINTIFFS' INTERROGATORIES TO
DEFENDANT CARRIER IQ, INC.
REGARDING UNCONSCIONABILITY
AND SCOPE ISSUES**

22 PROPOUNDING PARTY: PLAINTIFFS

23 RESPONDING PARTY: DEFENDANT CARRIER IQ

24 SET NO.: ONE

25
26
27 TO DEFENDANT CARRIER IQ, INC. AND ITS ATTORNEYS OF RECORD:
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Pursuant to Federal Rule of Civil Procedure 33, plaintiffs request that defendant Carrier IQ, Inc. answer the following interrogatories within thirty (30) days of service, and afterwards supplement such interrogatory answers as may become necessary to comply with the requirements of Federal Rule of Civil Procedure 26(e).

DEFINITIONS

A. “ALL” means “any and all,” and the word “ANY” means “any and all.”

B. “CARRIER IQ SOFTWARE” means the software identified in YOUR December 14, 2011 letter to Senator Al Franken and which is the subject of this lawsuit, as well as any implementing or interfacing software or code. The term CARRIER IQ SOFTWARE also includes, but is not limited to, IQ Experience Insight Manager.

C. “CELLULAR PROVIDER” means a company that provides wireless voice or data service, such as Sprint, AT&T Mobility, Inc., or Cricket.

D. “COMMUNICATION” when used herein means any and ALL communications of any kind, INCLUDING any and ALL conversations, discussions, inquiries, correspondence, notes (handwritten or otherwise), message slips, logs, e-mail (or other similar electronic communication), or other such transmittal of information, whether written, oral, or by any other means. The word “COMMUNICATION” also means internal communications.

E. “INCLUDING” means including, but not limited to.

F. “LITIGATION” means this case, *In re Carrier IQ Consumer Privacy Litigation*, No. 12-md-2330-EMC.

G. “MATERIALLY” has its ordinary meaning but also the meaning ascribed to it by defendants at page 14, n.13, of their Consolidated Motion to Compel Arbitration and to Stay Litigation.

1 H. "PERSON" means and refers to any natural person or entity, INCLUDING
 2 partnerships, corporations, limited liability companies, associations, governmental agencies,
 3 organizations of any kind, and any agent of the foregoing.

4 I. "RELATE," "RELATING," or other forms of the same shall be interpreted in the
 5 broadest sense to mean refer, relate, concern, describe, disclose, discuss, evidence, explain,
 6 identify, indicate, involve, memorialize, mention, negate, record, reference, reflect, refute, support,
 7 suggest, or touch upon the subject matter indicated.

8 J. "RELEVANT LAWS" means ANY of the laws at issue in this LITIGATION,
 9 including the Federal Wiretap Act, the federal Stored Communications Act, the federal Computer
 10 Fraud and Abuse Act, state wiretap and privacy acts, state consumer protection or consumer fraud
 11 acts, the federal Magnuson-Moss Warranty Act, and/or state implied warranty of merchantability
 12 laws.
 13

14 K. "YOU" or "YOUR" means and refers to Defendant Carrier IQ, Inc., and any
 15 partner, employee, independent contractor, representative, attorney, agent, accountant,
 16 investigator, subsidiary, parent, affiliate, predecessor-in-interest, successor, or other PERSON or
 17 entity acting on its behalf or as a fictitious business name for any of the above.
 18

19 L. The singular includes the plural and vice versa. The past tense includes the present
 20 tense and vice versa.
 21

22 **GENERAL INSTRUCTIONS**

23 Unless otherwise stated, these interrogatories are limited in time to the period from
 24 December 1, 2007 through the present.

25 With respect to references to arbitrations or non-arbitration legal proceedings, these are
 26 limited to those taking place within the United States.
 27
 28

INTERROGATORY NO. 8:

Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the plaintiffs' mobile devices transmit or cause the transmission of user information or data when it is disconnected from the network of the CELLULAR PROVIDER whose arbitration provision(s) you seek to invoke against ANY plaintiff in this LITIGATION, particularly over Wi-Fi or by direct connection to an Internet-capable device (*e.g.*, via USB, Firewire, or Bluetooth connection to an Internet-capable computer)? If YOUR answer is yes, please identify the plaintiff(s) affected and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

INTERROGATORY NO. 9:

Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the plaintiffs' mobile devices transmit or cause the transmission of user information or data over the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke against ANY plaintiff in this LITIGATION when such mobile device(s) was or is no longer in contract with such CELLULAR PROVIDER? If YOUR answer is yes, please identify the plaintiff(s) affected and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

INTERROGATORY NO. 10:

Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY time on ANY of the plaintiffs' mobile devices at issue in this LITIGATION? If so, please identify the plaintiff(s) affected and his, her, or their mobile device(s).

INTERROGATORY NO. 11:

Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the plaintiffs' mobile devices ever see, access, process, filter, store, or transmit from the mobile device: ANY SMS text messages, whether sent by or to the plaintiff or other user of the device; ANY URLs containing HTTP or HTTPS strings embedded with information such as search terms, user names, passwords, and geo- or GPS-based location data; media viewing history; telephone numbers dialed and attached to calls received; dialer keypad presses; or application purchases and uses? If YOUR answer to ANY of the foregoing is yes, please identify the plaintiff(s) affected and his, her, or their mobile device(s); please specify the information or data involved; and please identify the recipient of ANY such information or data transmitted.

INTERROGATORY NO. 12:

For ANY information or data identified in your answer to Interrogatory No. 11 that is seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to ANY plaintiff that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or transmission thereof.

INTERROGATORY NO. 13:

Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile device belonging to ANY plaintiff by YOU or ANY CELLULAR PROVIDER? If so, please identify the plaintiff(s) affected and his, her, or their mobile device(s), and please describe the contents of ALL COMMUNICATIONS explaining the reasons for, or demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such COMMUNICATIONS

1 advising or explaining that the CARRIER IQ SOFTWARE was not operating as contemplated,
2 specified, or agreed-to by ANY of the plaintiff(s)' CELLULAR PROVIDERS or YOU, or as
3 purportedly contemplated by ANY of the plaintiff(S)' terms and conditions of service, or other
4 agreements, with ANY such CELLULAR PROVIDER.

5 **PEARSON, SIMON & WARSHAW, LLP**

6 DATED: April 22, 2013

7
8 By: /s/ Steve W. Berman
9 STEVE W. BERMAN

10 Steve W. Berman (*pro hac vice*)
11 Robert F. Lopez (*pro hac vice*)
12 Thomas E. Loeser (Bar No. 202724)
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23 By: /s/ Bruce L. Simon
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15 *Plaintiffs' Interim Co-Lead Counsel*

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA

18 SAN FRANCISCO DIVISION

19 IN RE

No. 12-md-2330-EMC

20 CARRIER IQ, INC.,
21 CONSUMER PRIVACY LITIGATION

**PLAINTIFFS' INTERROGATORIES TO
DEFENDANT HUAWEI DEVICE USA,
INC. REGARDING
UNCONSCIONABILITY AND SCOPE
ISSUES**

22 PROPOUNDING PARTY: PLAINTIFFS

23 RESPONDING PARTY: DEFENDANT HUAWEI DEVICE USA, INC.

24 SET NO.: ONE

25

26

27

28

1 TO DEFENDANT HUAWEI DEVICE USA, INC. AND ITS ATTORNEYS OF
2 RECORD:

3 Pursuant to Federal Rule of Civil Procedure 33, plaintiffs request that Defendant Huawei
4 Device USA, Inc. answer the following interrogatories within thirty (30) days of service, and
5 afterwards supplement such interrogatory answers as may become necessary to comply with the
6 requirements of Federal Rule of Civil Procedure 26(e).
7

8 DEFINITIONS

9 A. "ALL" means "any and all," and the word "ANY" means "any and all."

10 B. CARRIER IQ means Defendant Carrier IQ, Inc., and any partner, employee,
11 independent contractor, representative, attorney, agent, accountant, investigator, subsidiary,
12 parent, affiliate, predecessor-in-interest, successor, or other PERSON or entity acting on its behalf
13 or as a fictitious business name for any of the above.
14

15 C. CARRIER IQ SOFTWARE means the software which is the subject of this lawsuit,
16 as well as any implementing or interfacing software or code. The term CARRIER IQ
17 SOFTWARE also includes, but is not limited to, IQ Experience Insight Manager.

18 D. "CELLULAR PROVIDER" means a company that provides wireless voice or data
19 service, such as Sprint, AT&T Mobility, Inc., or Cricket.
20

21 E. "COMMUNICATION" when used herein means any and ALL communications of
22 any kind, INCLUDING any and ALL conversations, discussions, inquiries, correspondence, notes
23 (handwritten or otherwise), message slips, logs, e-mail (or other similar electronic
24 communication), or other such transmittal of information, whether written, oral, or by any other
25 means. The word "COMMUNICATION" also means internal communications.

26 F. "HUAWEI PLAINTIFF" means plaintiff Douglas White.

27 G. "INCLUDING" means including, but not limited to.
28

1 H. "LITIGATION" means this case, *In re Carrier IQ Consumer Privacy Litigation*,
 2 No. 12-md-2330-EMC.

3 I. "MATERIALLY" has its ordinary meaning but also the meaning ascribed to it by
 4 defendants at page 14, n.13, of their Consolidated Motion to Compel Arbitration and to Stay
 5 Litigation.

6 J. "PERSON" means and refers to any natural person or entity, INCLUDING
 7 partnerships, corporations, limited liability companies, associations, governmental agencies,
 8 organizations of any kind, and any agent of the foregoing.

9 K. "RELATE," "RELATING," or other forms of the same shall be interpreted in the
 10 broadest sense to mean refer, relate, concern, describe, disclose, discuss, evidence, explain,
 11 identify, indicate, involve, memorialize, mention, negate, record, reference, reflect, refute, support,
 12 suggest, or touch upon the subject matter indicated.

13 L. "RELEVANT LAWS" means ANY of the laws at issue in this LITIGATION,
 14 including the Federal Wiretap Act, the federal Stored Communications Act, the federal Computer
 15 Fraud and Abuse Act, state wiretap and privacy acts, state consumer protection or consumer fraud
 16 acts, the federal Magnuson-Moss Warranty Act, and/or state implied warranty of merchantability
 17 laws.

18 M. "YOU" or "YOUR" means and refers to Defendant Huawei Device USA, Inc. and
 19 any partner, employee, independent contractor, representative, attorney, agent, accountant,
 20 investigator, subsidiary, parent, affiliate, predecessor-in-interest, successor, or other PERSON or
 21 entity acting on its behalf or as a fictitious business name for any of the above.

22 N. The singular includes the plural and vice versa. The past tense includes the present
 23 tense and vice versa.

1 attempts to compel arbitration under ANY of the CELLULAR PROVIDER arbitration provisions
 2 YOU have invoked in this LITIGATION, or under ANY MATERIALLY similar arbitration
 3 provisions, in matters involving ANY of the RELEVANT LAWS.

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 5
 6 **INTERROGATORY NO. 8:**

7 Did or does the CARRIER IQ SOFTWARE installed at ANY time on the HUAWEI
 8 PLAINTIFF'S mobile device transmit or cause the transmission of user information or data when
 9 it is disconnected from the network of the CELLULAR PROVIDER whose arbitration
 10 provision(s) you seek to invoke against him in this LITIGATION, particularly over Wi-Fi or by
 11 direct connection to an Internet-capable device (*e.g.*, via USB, Firewire, or Bluetooth connection
 12 to an Internet-capable computer)? If YOUR answer is yes, please describe ALL such
 13 transmissions, including ALL types of information or data transmitted; and please identify ALL
 14 recipients of ALL such information or data transmitted.

15
 16
 17 **INTERROGATORY NO. 9:**

18 Did or does the CARRIER IQ SOFTWARE installed at ANY time on the HUAWEI
 19 PLAINTIFF'S mobile device transmit or cause the transmission of user information or data over
 20 the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke
 21 against him in this LITIGATION when such mobile device was or is no longer in contract with
 22 such CELLULAR PROVIDER? If YOUR answer is yes, please describe ALL such
 23 transmissions, including ALL types of information or data transmitted; and please identify ALL
 24 recipients of ALL such information or data transmitted.

25
 26
 27 **INTERROGATORY NO. 10:**

28 Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY

1 time on the HUAWEI PLAINTIFF'S mobile device at issue in this LITIGATION?

2
3
4 **INTERROGATORY NO. 11:**

5 Did or does CARRIER IQ SOFTWARE installed at ANY time on the HUAWEI
6 PLAINTIFF'S mobile device ever see, access, process, filter, store, or transmit from the mobile
7 device: ANY SMS text messages, whether sent by or to the HUAWEI PLAINTIFF or other user
8 of the device; ANY URLs containing HTTP or HTTPS strings embedded with information such as
9 search terms, user names, passwords, and geo- or GPS-based location data; media viewing history;
10 telephone numbers dialed and attached to calls received; dialer keypad presses; or application
11 purchases and uses? If YOUR answer to ANY of the foregoing is yes, please specify the
12 information or data involved; and please identify the recipient of ANY such information or data
13 transmitted.

14
15
16 **INTERROGATORY NO. 12:**

17 For ANY information or data identified in your answer to Interrogatory No. 11 that is seen,
18 accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please
19 identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and
20 conditions of service or other agreement(s) whose arbitration provision(s) YOU invoke as to the
21 HUAWEI PLAINTIFF that YOU contend permits or addresses the seeing, accessing, processing,
22 filtering, storage, or transmission thereof.

23
24
25 **INTERROGATORY NO. 13:**

26 Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile
27 device belonging to the HUAWEI PLAINTIFF by YOU or ANY CELLULAR PROVIDER? If
28

1 so, please describe the contents of ALL COMMUNICATIONS explaining the reasons for, or
 2 demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such
 3 COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not
 4 operating as contemplated, specified, or agreed-to by the HUAWEI PLAINTIFF'S CELLULAR
 5 PROVIDERS or CARRIER IQ itself, or as purportedly contemplated by the HUAWEI
 6 PLAINTIFF'S terms and conditions of service, or other agreements, with ANY such CELLULAR
 7 PROVIDER.

8
 9
 10 DATED: April 22, 2013

11 By: /s/ Steve W. Berman

12 Steve W. Berman (*Pro Hac Vice*)
 13 Robert F. Lopez (*Pro Hac Vice*)
 14 Thomas E. Loeser (202724)
 15 HAGENS BERMAN SOBOL SHAPIRO LLP
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23 By: /s/ Bruce L. Simon

24 BRUCE L. SIMON

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Plaintiffs' Interim Co-Lead Counsel

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE

CARRIER IQ, INC.,
CONSUMER PRIVACY LITIGATION

No. 12-md-2330-EMC

**PLAINTIFFS' INTERROGATORIES TO
DEFENDANT HTC AMERICA, INC.
REGARDING UNCONSCIONABILITY
AND SCOPE ISSUES**

PROPOUNDING PARTY:

Plaintiffs

RESPONDING PARTY:

Defendant HTC America, Inc.

SET:

One (1)

**PLAINTIFFS' INTERROGATORIES TO DEFENDANT HTC AMERICA, INC.
REGARDING UNCONSCIONABILITY AND SCOPE ISSUES**

Case No. 12-md-2330-EMC

1 TO HTC AMERICA, INC. AND ITS ATTORNEYS OF RECORD:

2 Pursuant to Federal Rule of Civil Procedure 33, plaintiffs request that defendant HTC
3 America, Inc. answer the following interrogatories within thirty (30) days of service, and afterwards
4 supplement such interrogatory answers as may become necessary to comply with the requirements of
5 Federal Rule of Civil Procedure 26(e).
6

7 **DEFINITIONS**

8 A. "ALL" means "any and all," and the word "ANY" means "any and all."

9 B. CARRIER IQ means defendant Carrier IQ, Inc., and any partner, employee, independent
10 contractor, representative, attorney, agent, accountant, investigator, subsidiary, parent, affiliate,
11 predecessor-in-interest, successor, or other PERSON or entity acting on its behalf or as a fictitious
12 business name for any of the above.
13

14 C. CARRIER IQ SOFTWARE means the software identified in YOUR December 14, 2011
15 letter to Senator Al Franken and which is the subject of this lawsuit, as well as any implementing or
16 interfacing software or code, including but not limited to the so-called CIQ Interface. The term
17 CARRIER IQ SOFTWARE also includes, but is not limited to, IQ Experience Insight Manager.
18

19 D. "CELLULAR PROVIDER" means a company that provides wireless voice or data
20 service, such as Sprint, AT&T Mobility, Inc., or Cricket.
21

22 E. "COMMUNICATION" when used herein means any and ALL communications of any
23 kind, INCLUDING any and ALL conversations, discussions, inquiries, correspondence, notes
24 (handwritten or otherwise), message slips, logs, e-mail (or other similar electronic communication), or
25 other such transmittal of information, whether written, oral, or by any other means. The word
26 "COMMUNICATION" also means internal communications.
27
28

1 F. "HTC PLAINTIFFS" means Dao Phong, Clarissa Portales, Michael Allan, Brian
2 Sandstrom, and/or Luke Szulczewski.

3 G. "INCLUDING" means including, but not limited to.

4 H. "LITIGATION" means this case, *In re Carrier IQ Consumer Privacy Litigation*, No. 12-
5 md-2330-EMC.
6

7 I. "MATERIALLY" has its ordinary meaning but also the meaning ascribed to it by
8 defendants at page 14, n.13, of their Consolidated Motion to Compel Arbitration and to Stay Litigation.

9 J. "PERSON" means and refers to any natural person or entity, INCLUDING partnerships,
10 corporations, limited liability companies, associations, governmental agencies, organizations of any
11 kind, and any agent of the foregoing.
12

13 K. "RELATE," "RELATING," or other forms of the same shall be interpreted in the
14 broadest sense to mean refer, relate, concern, describe, disclose, discuss, evidence, explain, identify,
15 indicate, involve, memorialize, mention, negate, record, reference, reflect, refute, support, suggest, or
16 touch upon the subject matter indicated.
17

18 L. "RELEVANT LAWS" means ANY of the laws at issue in this LITIGATION, including
19 the Federal Wiretap Act, the federal Stored Communications Act, the federal Computer Fraud and
20 Abuse Act, state wiretap and privacy acts, state consumer protection or consumer fraud acts, the federal
21 Magnuson-Moss Warranty Act, and/or state implied warranty of merchantability laws.
22

23 M. "YOU" or "YOUR" means and refers to defendant HTC America, Inc. and any partner,
24 employee, independent contractor, representative, attorney, agent, accountant, investigator, subsidiary,
25 parent, affiliate, predecessor-in-interest, successor, or other PERSON or entity acting on its behalf or as
26 a fictitious business name for any of the above.
27
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INTERROGATORY NO. 7:

Please identify the case names, numbers, and courts wherein YOU made ANY previous attempts to compel arbitration under ANY of the CELLULAR PROVIDER arbitration provisions YOU have invoked in this LITIGATION, or under ANY MATERIALLY similar arbitration provisions, in matters involving ANY of the RELEVANT LAWS.

INTERROGATORY NO. 8:

Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the HTC PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data when it is disconnected from the network of the CELLULAR PROVIDER whose arbitration provision(s) you seek to invoke against ANY HTC PLAINTIFF in this LITIGATION, particularly over Wi-Fi or by direct connection to an Internet-capable device (*e.g.*, via USB, Firewire, or Bluetooth connection to an Internet-capable computer)? If YOUR answer is yes, please identify the HTC PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL types of information or data transmitted; and please identify ALL recipients of ALL such information or data transmitted.

INTERROGATORY NO. 9:

Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the HTC PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data over the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke against ANY HTC PLAINTIFF in this LITIGATION when such mobile device(s) was or is no longer in contract with such CELLULAR PROVIDER? If YOUR answer is yes, please identify the HTC PLAINTIFF(S) affected and his, her, or their mobile device(s); please describe ALL such transmissions,

1 including ALL types of information or data transmitted; and please identify ALL recipients of ALL such
2 information or data transmitted.

3
4
5 **INTERROGATORY NO. 10:**

6 Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY time on
7 ANY of the HTC PLAINTIFFS' mobile devices at issue in this LITIGATION? If so, please identify the
8 HTC PLAINTIFF(S) affected and his, her, or their mobile device(s).

9
10
11 **INTERROGATORY NO. 11:**

12 Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the HTC
13 PLAINTIFFS' mobile devices ever see, access, process, filter, store, or transmit from the mobile device:
14 ANY SMS text messages, whether sent by or to the HTC PLAINTIFF or other user of the device; ANY
15 URLs containing HTTP or HTTPS strings embedded with information such as search terms, user names,
16 passwords, and geo- or GPS-based location data; media viewing history; telephone numbers dialed and
17 attached to calls received; dialer keypad presses; or application purchases and uses? If YOUR answer to
18 ANY of the foregoing is yes, please identify the HTC PLAINTIFF(S) affected and his, her, or their
19 mobile device(s); please specify the information or data involved; and please identify the recipient of
20 ANY such information or data transmitted.

21
22
23
24 **INTERROGATORY NO. 12:**

25 For ANY information or data identified in your answer to Interrogatory No. 11 that is seen,
26 accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify
27 with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of
28 service or other agreement(s) whose arbitration provisions YOU invoke as to ANY HTC PLAINTIFF

1 that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or
2 transmission thereof.

3
4
5 **INTERROGATORY NO. 13:**

6 Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile device
7 belonging to ANY HTC PLAINTIFF by YOU or ANY CELLULAR PROVIDER? If so, please identify
8 the HTC PLAINTIFF(S) affected and his, her, or their mobile device(s), and please describe the contents
9 of ALL COMMUNICATIONS explaining the reasons for, or demanding, that the CARRIER IQ
10 SOFTWARE be removed or disabled, including ANY such COMMUNICATIONS advising or
11 explaining that the CARRIER IQ SOFTWARE was not operating as contemplated, specified, or agreed-
12 to by ANY of the HTC PLAINTIFFS' CELLULAR PROVIDERS or CARRIER IQ itself, or as
13 purportedly contemplated by ANY of the HTC PLAINTIFFS' terms and conditions of service, or other
14 agreements, with ANY such CELLULAR PROVIDER.
15

16
17 DATED: April 22, 2013

18 By: /s/ Steve W. Berman
19 Steve W. Berman (*Pro Hac Vice*)
20 Robert F. Lopez (*Pro Hac Vice*)
21 Thomas E. Loeser (202724)
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Plaintiffs' Interim Co-Lead Counsel

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE

CARRIER IQ, INC.,
CONSUMER PRIVACY LITIGATION

No. 12-md-2330-EMC

**PLAINTIFFS' INTERROGATORIES TO
DEFENDANT LG ELECTRONICS
MOBILECOMM U.S.A., INC.
REGARDING UNCONSCIONABILITY
AND SCOPE ISSUES**

PROPOUNDING PARTY: Plaintiffs

RESPONDING PARTY: Defendant LG Electronics MobileComm U.S.A., Inc.

SET: One (1)

**PLAINTIFFS' INTERROGATORIES TO DEFENDANT LG ELECTRONICS MOBILECOMM
U.S.A., INC. REGARDING UNCONSCIONABILITY AND SCOPE ISSUES**

Case No. 12-md-2330-EMC

1 TO LG ELECTRONICS MOBILECOMM U.S.A., INC.
2 AND ITS ATTORNEYS OF RECORD:

3 Pursuant to Federal Rule of Civil Procedure 33, plaintiffs request that defendant LG Electronics
4 MobileComm U.S.A., Inc. answer the following interrogatories within thirty (30) days of service, and
5 afterwards supplement such interrogatory answers as may become necessary to comply with the
6 requirements of Federal Rule of Civil Procedure 26(e).

7
8 **DEFINITIONS**

9 A. "ALL" means "any and all," and the word "ANY" means "any and all."

10 B. CARRIER IQ means defendant Carrier IQ, Inc., and any partner, employee, independent
11 contractor, representative, attorney, agent, accountant, investigator, subsidiary, parent, affiliate,
12 predecessor-in-interest, successor, or other PERSON or entity acting on its behalf or as a fictitious
13 business name for any of the above.

14 C. CARRIER IQ SOFTWARE means the software that is the subject of this lawsuit, as well
15 as any implementing or interfacing software or code. The term CARRIER IQ SOFTWARE also
16 includes, but is not limited to, IQ Experience Insight Manager.

17 D. "CELLULAR PROVIDER" means a company that provides wireless voice or data
18 service, such as Sprint, AT&T Mobility, Inc., or Cricket.

19 E. "COMMUNICATION" when used herein means any and ALL communications of any
20 kind, INCLUDING any and ALL conversations, discussions, inquiries, correspondence, notes
21 (handwritten or otherwise), message slips, logs, e-mail (or other similar electronic communication), or
22 other such transmittal of information, whether written, oral, or by any other means. The word
23 "COMMUNICATION" also means internal communications.

24 F. "INCLUDING" means including, but not limited to.

25 G. "LG PLAINTIFFS" means Matthew Hiles, Bobby Cline, and/or Colleen Fischer..
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PLAINTIFFS' INTERROGATORIES TO DEFENDANT LG ELECTRONICS MOBILECOMM
U.S.A., INC. REGARDING UNCONSCIONABILITY AND SCOPE ISSUES

No. 12-md-2330-EMC

1 H. "LITIGATION" means this case, *In re Carrier IQ Consumer Privacy Litigation*, No. 12-
2 md-2330-EMC.

3 I. "MATERIALLY" has its ordinary meaning but also the meaning ascribed to it by
4 defendants at page 14, n.13, of their Consolidated Motion to Compel Arbitration and to Stay Litigation.
5

6 J. "PERSON" means and refers to any natural person or entity, INCLUDING partnerships,
7 corporations, limited liability companies, associations, governmental agencies, organizations of any
8 kind, and any agent of the foregoing.

9 K. "RELATE," "RELATING," or other forms of the same shall be interpreted in the
10 broadest sense to mean refer, relate, concern, describe, disclose, discuss, evidence, explain, identify,
11 indicate, involve, memorialize, mention, negate, record, reference, reflect, refute, support, suggest, or
12 touch upon the subject matter indicated.
13

14 L. "RELEVANT LAWS" means ANY of the laws at issue in this LITIGATION, including
15 the Federal Wiretap Act, the federal Stored Communications Act, the federal Computer Fraud and
16 Abuse Act, state wiretap and privacy acts, state consumer protection or consumer fraud acts, the federal
17 Magnuson-Moss Warranty Act, and/or state implied warranty of merchantability laws.
18

19 M. "YOU" or "YOUR" means and refers to defendant LG Electronics MobileComm U.S.A.,
20 Inc. and any partner, employee, independent contractor, representative, attorney, agent, accountant,
21 investigator, subsidiary, parent, affiliate, predecessor-in-interest, successor, or other PERSON or entity
22 acting on its behalf or as a fictitious business name for any of the above.
23

24 N. The singular includes the plural and vice versa. The past tense includes the present tense
25 and vice versa.
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1 to compel arbitration under ANY of the CELLULAR PROVIDER arbitration provisions YOU have
2 invoked in this LITIGATION, or under ANY MATERIALLY similar arbitration provisions, in matters
3 involving ANY of the RELEVANT LAWS.
4
5

6 **INTERROGATORY NO. 8:**

7 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the LG
8 PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data when it is
9 disconnected from the network of the CELLULAR PROVIDER whose arbitration provision(s) you seek
10 to invoke against ANY LG PLAINTIFF in this LITIGATION, particularly over Wi-Fi or by direct
11 connection to an Internet-capable device (*e.g.*, via USB, Firewire, or Bluetooth connection to an
12 Internet-capable computer)? If YOUR answer is yes, please identify the LG PLAINTIFF(S) affected
13 and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL types of
14 information or data transmitted; and please identify ALL recipients of ALL such information or data
15 transmitted.
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17
18

19 **INTERROGATORY NO. 9:**

20 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the LG
21 PLAINTIFFS' mobile devices transmit or cause the transmission of user information or data over the
22 network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke against
23 ANY LG PLAINTIFF in this LITIGATION when such mobile device(s) was or is no longer in contract
24 with such CELLULAR PROVIDER? If YOUR answer is yes, please identify the LG PLAINTIFF(S)
25 affected and his, her, or their mobile device(s); please describe ALL such transmissions, including ALL
26 types of information or data transmitted; and please identify ALL recipients of ALL such information or
27 data transmitted.
28

INTERROGATORY NO. 10:

Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY time on ANY of the LG PLAINTIFFS' mobile devices at issue in this LITIGATION? If so, please identify the LG PLAINTIFF(S) affected and his, her, or their mobile device(s).

INTERROGATORY NO. 11:

Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the LG PLAINTIFFS' mobile devices ever see, access, process, filter, store, or transmit from the mobile device: ANY SMS text messages, whether sent by or to the LG PLAINTIFF or other user of the device; ANY URLs containing HTTP or HTTPS strings embedded with information such as search terms, user names, passwords, and geo- or GPS-based location data; media viewing history; telephone numbers dialed and attached to calls received; dialer keypad presses; or application purchases and uses? If YOUR answer to ANY of the foregoing is yes, please identify the LG PLAINTIFF(S) affected and his, her, or their mobile device(s); please specify the information or data involved; and please identify the recipient of ANY such information or data transmitted.

INTERROGATORY NO. 12:

For ANY information or data identified in your answer to Interrogatory No. 11 that is seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to ANY LG PLAINTIFF that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or transmission thereof.

INTERROGATORY NO. 13:

Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile device belonging to ANY LG PLAINTIFF by YOU or ANY CELLULAR PROVIDER? If so, please identify the LG PLAINTIFF(S) affected and his, her, or their mobile device(s), and please describe the contents of ALL COMMUNICATIONS explaining the reasons for, or demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not operating as contemplated, specified, or agreed-to by ANY of the LG PLAINTIFFS' CELLULAR PROVIDERS or CARRIER IQ itself, or as purportedly contemplated by ANY of the LG PLAINTIFFS' terms and conditions of service, or other agreements, with ANY such CELLULAR PROVIDER.

DATED: April 22, 2013

By: /s/ Steve W. Berman
Steve W. Berman (*Pro Hac Vice*)
Robert F. Lopez (*Pro Hac Vice*)
Thomas E. Loeser (202724)
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PLAINTIFFS' INTERROGATORIES TO DEFENDANT LG ELECTRONICS MOBILECOMM
U.S.A., INC. REGARDING UNCONSCIONABILITY AND SCOPE ISSUES

No. 12-md-2330-EMC

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15 *Plaintiffs' Interim Co-Lead Counsel*

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE

CARRIER IQ, INC.,
CONSUMER PRIVACY LITIGATION

No. 12-md-2330-EMC

**PLAINTIFFS' INTERROGATORIES TO
DEFENDANT PANTECH WIRELESS, INC.
REGARDING UNCONSCIONABILITY
AND SCOPE ISSUES**

PROPOUNDING PARTY: Plaintiffs

RESPONDING PARTY: Defendant Pantech Wireless, Inc.

SET: One (1)

PLAINTIFFS' INTERROGATORIES TO DEFENDANT PANTECH WIRELESS, INC.
REGARDING UNCONSCIONABILITY AND SCOPE ISSUES

Case No. 12-md-2330-EMC

1 TO PANTECH WIRELESS, INC. AND ITS ATTORNEYS OF RECORD:

2 Pursuant to Federal Rule of Civil Procedure 33, plaintiffs request that defendant Pantech
3 Wireless, Inc. answer the following interrogatories within thirty (30) days of service, and afterwards
4 supplement such interrogatory answers as may become necessary to comply with the requirements of
5 Federal Rule of Civil Procedure 26(e).
6

7 **DEFINITIONS**

8 A. "ALL" means "any and all," and the word "ANY" means "any and all."

9 B. CARRIER IQ means defendant Carrier IQ, Inc., and any partner, employee, independent
10 contractor, representative, attorney, agent, accountant, investigator, subsidiary, parent, affiliate,
11 predecessor-in-interest, successor, or other PERSON or entity acting on its behalf or as a fictitious
12 business name for any of the above.
13

14 C. CARRIER IQ SOFTWARE means the software identified in YOUR December 14, 2011
15 letter to Senator Al Franken and which is the subject of this lawsuit, as well as any implementing or
16 interfacing software or code. The term CARRIER IQ SOFTWARE also includes, but is not limited to,
17 IQ Experience Insight Manager.
18

19 D. "CELLULAR PROVIDER" means a company that provides wireless voice or data
20 service, such as Sprint, AT&T Mobility, Inc., or Cricket.
21

22 E. "COMMUNICATION" when used herein means any and ALL communications of any
23 kind, INCLUDING any and ALL conversations, discussions, inquiries, correspondence, notes
24 (handwritten or otherwise), message slips, logs, e-mail (or other similar electronic communication), or
25 other such transmittal of information, whether written, oral, or by any other means. The word
26 "COMMUNICATION" also means internal communications.
27

1 F. "INCLUDING" means including, but not limited to.

2 G. "LITIGATION" means this case, *In re Carrier IQ Consumer Privacy Litigation*, No. 12-
3 md-2330-EMC.

4 H. "MATERIALLY" has its ordinary meaning but also the meaning ascribed to it by
5 defendants at page 14, n.13, of their Consolidated Motion to Compel Arbitration and to Stay Litigation.

6 I. "PANTECH PLAINTIFF" means Mark Laning.

7 J. "PERSON" means and refers to any natural person or entity, INCLUDING partnerships,
8 corporations, limited liability companies, associations, governmental agencies, organizations of any
9 kind, and any agent of the foregoing.

10 K. "RELATE," "RELATING," or other forms of the same shall be interpreted in the
11 broadest sense to mean refer, relate, concern, describe, disclose, discuss, evidence, explain, identify,
12 indicate, involve, memorialize, mention, negate, record, reference, reflect, refute, support, suggest, or
13 touch upon the subject matter indicated.

14 L. "RELEVANT LAWS" means ANY of the laws at issue in this LITIGATION, including
15 the Federal Wiretap Act, the federal Stored Communications Act, the federal Computer Fraud and
16 Abuse Act, state wiretap and privacy acts, state consumer protection or consumer fraud acts, the federal
17 Magnuson-Moss Warranty Act, and/or state implied warranty of merchantability laws.

18 M. "YOU" or "YOUR" means and refers to defendant Pantech Wireless, Inc. and any
19 partner, employee, independent contractor, representative, attorney, agent, accountant, investigator,
20 subsidiary, parent, affiliate, predecessor-in-interest, successor, or other PERSON or entity acting on its
21 behalf or as a fictitious business name for any of the above.

22 N. The singular includes the plural and vice versa. The past tense includes the present tense
23 and vice versa.

1 to compel arbitration under ANY of the CELLULAR PROVIDER arbitration provisions YOU have
2 invoked in this LITIGATION, or under ANY MATERIALLY similar arbitration provisions, in matters
3 involving ANY of the RELEVANT LAWS.
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7 **INTERROGATORY NO. 8:**

8 Did or does the CARRIER IQ SOFTWARE installed at ANY time on the PANTECH
9 PLAINTIFF'S mobile device transmit or cause the transmission of user information or data when it is
10 disconnected from the network of the CELLULAR PROVIDER whose arbitration provision(s) you seek
11 to invoke against him in this LITIGATION, particularly over Wi-Fi or by direct connection to an
12 Internet-capable device (*e.g.*, via USB, Firewire, or Bluetooth connection to an Internet-capable
13 computer)? If YOUR answer is yes, please describe ALL such transmissions, including ALL types of
14 information or data transmitted; and please identify ALL recipients of ALL such information or data
15 transmitted.
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19 **INTERROGATORY NO. 9:**

20 Did or does the CARRIER IQ SOFTWARE installed at ANY time on the PANTECH
21 PLAINTIFF'S mobile device transmit or cause the transmission of user information or data over the
22 network of the CELLULAR PROVIDER whose arbitration provision(s) YOU seek to invoke against
23 him in this LITIGATION when such mobile device(s) was or is no longer in contract with such
24 CELLULAR PROVIDER? If YOUR answer is yes, please describe ALL such transmissions, including
25 ALL types of information or data transmitted; and please identify ALL recipients of ALL such
26 information or data transmitted.
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INTERROGATORY NO. 10:

Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY time on the PANTECH PLAINTIFF'S mobile device at issue in this LITIGATION?

INTERROGATORY NO. 11:

Did or does CARRIER IQ SOFTWARE installed at ANY time on the PANTECH PLAINTIFF'S mobile device ever see, access, process, filter, store, or transmit from the mobile device: ANY SMS text messages, whether sent by or to the PANTECH PLAINTIFF or other user of the device; ANY URLs containing HTTP or HTTPS strings embedded with information such as search terms, user names, passwords, and geo- or GPS-based location data; media viewing history; telephone numbers dialed and attached to calls received; dialer keypad presses; or application purchases and uses? If YOUR answer to ANY of the foregoing is yes, please specify the information or data involved; and please identify the recipient of ANY such information or data transmitted.

INTERROGATORY NO. 12:

For ANY information or data identified in your answer to Interrogatory No. 11 that is seen, accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to the PANTECH PLAINTIFF that YOU contend permits or addresses the seeing, accessing, processing, filtering, storage, or transmission thereof.

INTERROGATORY NO. 13:

Has the CARRIER IQ SOFTWARE been removed from, or disabled on, the mobile device belonging to the PANTECH PLAINTIFF by YOU or ANY CELLULAR PROVIDER? If so, please describe the contents of ALL COMMUNICATIONS explaining the reasons for, or demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY such COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not operating as contemplated, specified, or agreed-to by the PANTECH PLAINTIFF'S CELLULAR PROVIDER or CARRIER IQ itself, or as purportedly contemplated by the PANTECH PLAINTIFF'S terms and conditions of service, or other agreements, with his CELLULAR PROVIDER.

DATED: April 22, 2013

By: /s/ Steve W. Berman
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Robert F. Lopez (*Pro Hac Vice*)
Thomas E. Loeser (202724)
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By: /s/ Bruce L. Simon
Bruce L. Simon (Bar No. 96241)
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8 BRUCE L. SIMON (Bar No. 96241)
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14 bsimon@pswlaw.com

15 *Plaintiffs' Interim Co-Lead Counsel*

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 IN RE

No. 12-md-2330-EMC

20 CARRIER IQ, INC.,
21 CONSUMER PRIVACY LITIGATION

22 **PLAINTIFFS' INTERROGATORIES TO**
23 **DEFENDANT SAMSUNG**
24 **TELECOMMUNICATIONS AMERICA,**
25 **LLC REGARDING**
26 **UNCONSCIONABILITY AND SCOPE**
27 **ISSUES**

28 PROPOUNDING PARTY: PLAINTIFFS

RESPONDING PARTY: DEFENDANT SAMSUNG TELECOMMUNICATIONS
AMERICA, LLC

SET NO.: ONE

1 TO DEFENDANT SAMSUNG TELECOMMUNICATIONS AMERICA, INC. AND ITS
2 ATTORNEYS OF RECORD:

3 Pursuant to Federal Rule of Civil Procedure 33, plaintiffs request that Samsung
4 Telecommunications America, LLC. answer the following interrogatories within thirty (30) days
5 of service, and afterwards supplement such interrogatory answers as may become necessary to
6 comply with the requirements of Federal Rule of Civil Procedure 26(e).
7

8 DEFINITIONS

9 A. "ALL" means "any and all," and the word "ANY" means "any and all."

10 B. CARRIER IQ means Defendant Carrier IQ, Inc., and any partner, employee,
11 independent contractor, representative, attorney, agent, accountant, investigator, subsidiary,
12 parent, affiliate, predecessor-in-interest, successor, or other PERSON or entity acting on its behalf
13 or as a fictitious business name for any of the above.
14

15 C. CARRIER IQ SOFTWARE means the software identified in YOUR December 14,
16 2011 letter to Senator Al Franken and which is the subject of this lawsuit, as well as any
17 implementing or interfacing software or code. The term CARRIER IQ SOFTWARE also
18 includes, but is not limited to, IQ Experience Insight Manager.

19 D. "CELLULAR PROVIDER" means a company that provides wireless voice or data
20 service, such as Sprint, AT&T Mobility, Inc., or Cricket.
21

22 E. "COMMUNICATION" when used herein means any and ALL communications of
23 any kind, INCLUDING any and ALL conversations, discussions, inquiries, correspondence, notes
24 (handwritten or otherwise), message slips, logs, e-mail (or other similar electronic
25 communication), or other such transmittal of information, whether written, oral, or by any other
26 means. The word "COMMUNICATION" also means internal communications.

27 F. "INCLUDING" means including, but not limited to.
28

1 G. "LITIGATION" means this case, *In re Carrier IQ Consumer Privacy Litigation*,
2 No. 12-md-2330-EMC.

3 H. "MATERIALLY" has its ordinary meaning but also the meaning ascribed to it by
4 defendants at page 14, n.13, of their Consolidated Motion to Compel Arbitration and to Stay
5 Litigation.

6 I. "PERSON" means and refers to any natural person or entity, INCLUDING
7 partnerships, corporations, limited liability companies, associations, governmental agencies,
8 organizations of any kind, and any agent of the foregoing.

9 J. "RELATE," "RELATING," or other forms of the same shall be interpreted in the
10 broadest sense to mean refer, relate, concern, describe, disclose, discuss, evidence, explain,
11 identify, indicate, involve, memorialize, mention, negate, record, reference, reflect, refute, support,
12 suggest, or touch upon the subject matter indicated.

13 K. "RELEVANT LAWS" means ANY of the laws at issue in this LITIGATION,
14 including the Federal Wiretap Act, the federal Stored Communications Act, the federal Computer
15 Fraud and Abuse Act, state wiretap and privacy acts, state consumer protection or consumer fraud
16 acts, the federal Magnuson-Moss Warranty Act, and/or state implied warranty of merchantability
17 laws.

18 L. "SAMSUNG PLAINTIFF" or "SAMSUNG PLAINTIFFS" mean plaintiffs Leron
19 Levy, Daniel Pipkin, Gary Cribbs, Ryan McKeen, Shawn Grisham, Eric Thomas, and/or Patrick
20 Kenny.

21 M. "YOU" or "YOUR" means and refers to defendant Samsung Telecommunications
22 America, LLC. and ANY partner, employee, independent contractor, representative, attorney,
23 agent, accountant, investigator, subsidiary, parent, affiliate, predecessor-in-interest, successor, or
24 other PERSON or entity acting on its behalf or as a fictitious business name for ANY of the above
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1 INTERROGATORY NO. 7:

2 Please identify the case names, numbers, and courts wherein YOU made ANY previous
 3 attempts to compel arbitration under ANY of the CELLULAR PROVIDER arbitration provisions
 4 YOU have invoked in this LITIGATION, or under ANY MATERIALLY similar arbitration
 5 provisions, in matters involving ANY of the RELEVANT LAWS.

8 INTERROGATORY NO. 8:

9 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the
 10 SAMSUNG PLAINTIFFS' mobile devices transmit or cause the transmission of user information
 11 or data when it is disconnected from the network of the CELLULAR PROVIDER whose
 12 arbitration provision(s) you seek to invoke against ANY SAMSUNG PLAINTIFF in this
 13 LITIGATION, particularly over Wi-Fi or by direct connection to an Internet-capable device (*e.g.*,
 14 via USB, Firewire, or Bluetooth connection to an Internet-capable computer)? If YOUR answer is
 15 yes, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile
 16 device(s); please describe ALL such transmissions, including ALL types of information or data
 17 transmitted; and please identify ALL recipients of ALL such information or data transmitted.

20 INTERROGATORY NO. 9:

21 Did or does the CARRIER IQ SOFTWARE installed at ANY time on ANY of the
 22 SAMSUNG PLAINTIFFS' mobile devices transmit or cause the transmission of user information
 23 or data over the network of the CELLULAR PROVIDER whose arbitration provision(s) YOU
 24 seek to invoke against ANY SAMSUNG PLAINTIFF in this LITIGATION when such mobile
 25 device(s) was or is no longer in contract with such CELLULAR PROVIDER? If YOUR answer
 26 is yes, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile
 27 device(s); please describe ALL such transmissions, including ALL types of information or data
 28 transmitted; and please identify ALL recipients of ALL such information or data transmitted.

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3 **INTERROGATORY NO. 10:**

4 Was the Carrier IQ product known as IQ Experience Insight Manager installed at ANY
5 time on ANY of the SAMSUNG PLAINTIFFS' mobile devices at issue in this LITIGATION? If
6 so, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile device(s).

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10 **INTERROGATORY NO. 11:**

11 Did or does CARRIER IQ SOFTWARE installed at ANY time on ANY of the
12 SAMSUNG PLAINTIFFS' mobile devices ever see, access, process, filter, store, or transmit from
13 the mobile device: ANY SMS text messages, whether sent by or to the SAMSUNG PLAINTIFF
14 or other user of the device; ANY URLs containing HTTP or HTTPS strings embedded with
15 information such as search terms, user names, passwords, and geo- or GPS-based location data;
16 media viewing history; telephone numbers dialed and attached to calls received; dialer keypad
17 presses; or application purchases and uses? If YOUR answer to ANY of the foregoing is yes,
18 please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile device(s);
19 please specify the information or data involved; and please identify the recipient of ANY such
20 information or data transmitted.

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24 **INTERROGATORY NO. 12:**

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For ANY information or data identified in your answer to Interrogatory No. 11 that is seen,
accessed, processed, filtered, stored, or transmitted by the CARRIER IQ SOFTWARE, please
identify with specificity ANY term(s) or provision(s) of the CELLULAR PROVIDER terms and
conditions of service or other agreement(s) whose arbitration provisions YOU invoke as to ANY
SAMSUNG PLAINTIFF that YOU contend permits or addresses the seeing, accessing,

1 processing, filtering, storage, or transmission thereof.

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3
4 **INTERROGATORY NO. 13:**

5 Has the CARRIER IQ SOFTWARE been removed from, or disabled on, ANY mobile
6 device belonging to ANY SAMSUNG PLAINTIFF by YOU or ANY CELLULAR PROVIDER?
7 If so, please identify the SAMSUNG PLAINTIFF(S) affected and his, her, or their mobile
8 device(s), and please describe the contents of ALL COMMUNICATIONS explaining the reasons
9 for, or demanding, that the CARRIER IQ SOFTWARE be removed or disabled, including ANY
10 such COMMUNICATIONS advising or explaining that the CARRIER IQ SOFTWARE was not
11 operating as contemplated, specified, or agreed-to by ANY of the SAMSUNG PLAINTIFFS'
12 CELLULAR PROVIDERS or CARRIER IQ itself, or as purportedly contemplated by ANY of the
13 SAMSUNG PLAINTIFF(S)' terms and conditions of service, or other agreements, with ANY
14 such CELLULAR PROVIDER.
15
16

17 DATED: April 22, 2013

18 By: /s/ Steve W. Berman
19 Steve W. Berman (*Pro Hac Vice*)
20 Robert F. Lopez (*Pro Hac Vice*)
21 Thomas E. Loeser (202724)
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